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5  
6 UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

7 MICHAEL S. BROWETT

8 Plaintiff, CASE NO.: 3:16-cv-00181-RCJ-WGC  
9 vs.

10 THE CITY OF RENO, a municipality  
11 organized and existing under the laws of the  
12 State of Nevada, and DOES 1 through 20,  
inclusive,

13 Defendants.  
14 \_\_\_\_\_ /

15 **STIPULATED PROTECTIVE ORDER**

16  
17 Plaintiff Michael S. BROWETT, by and through his counsel of record, Jack D. Campbell,  
18 and Defendant, CITY OF RENO by and through its undersigned counsel, Karl S. Hall, Reno  
19 City Attorney and William Cooper, Deputy City Attorney, hereby agree and stipulate to the entry  
20 of a Protective Order as follows:

21 I. Reason for the Order: The Parties have requested or may request production of  
22 documentation that the Parties contend includes confidential information or highly personal  
23 private information, including but not limited to Internal Affairs files, employment records,  
24 personnel records, insurance records, personal health records, and possibly other documentation  
25 that the Parties would object to production of this confidential and private documentation, or  
26 seek a protective order, if the documentation described herein were not protected by this  
27 stipulation and order. The purpose of this stipulation and order is to facilitate the discovery  
28 process. However, the mere existence of this protective order does not waive the Parties' right to  
object to production and redact certain documentation or information. If any such objection is

1 made and the parties are unable to agree, the production or protection of the document or  
2 information shall be submitted to the court for review and decision concerning production or  
3 protection.

4 II. Confidential Documentation and Information:

5 A. Parties may subject any documentation they have previously produced or  
6 produce hereafter to the protections of this stipulation and order by:

- 7 1. Marking the document as “Confidential”, or
- 8 2. By designating the document as Confidential, and subject to this  
9 stipulation and order in writing, either by letter or in any pleading  
10 or paper filed with the court. The documents subject to the claim  
11 of confidentiality shall be identified either by clearly describing the  
12 document or by referring to the document by its Bates-stamp  
13 numbers, (e.g., XXX-0000).

14 B. Documents designated as set forth above shall hereafter be referred to as  
15 the “confidential documentation”. The term “confidential documentation” shall include  
16 any information (“confidential information”) obtained from the confidential  
17 documentation, and this protective order prohibits the use or disclosure of such  
18 confidential information to the same extent as the confidential documentation.

19 III. General Prohibition:

20 Confidential documentation shall be used solely for the preparation, prosecution and  
21 defense of the present case. Except as specified in §IV, below, access to the foregoing  
22 documents and information shall be limited to the Court, its officers, counsel for the parties, the  
23 parties’ litigation representatives and principals, their staff members assisting in the preparation,  
24 prosecution and defense of this case, and expert witnesses. Except as specified below, no person  
25 with access to the foregoing information shall make any copies of any documents, photographs,  
26 or information, nor shall any such person disclose the contents of any such documents or  
27 information to any other person.

28 IV. Third Party Access: Counsel for any party may give access to the confidential  
documents to independent consultants, experts and their staff, consulting firms, or other

1 independent contractors actually retained or employed to advise or assist such counsel and to  
2 whom it is necessary that the confidential documents be disclosed for purposes of this case,  
3 provided that:

4 A. Before access to the confidential documents are given to any person  
5 pursuant to this paragraph, that person shall be informed by counsel proposing to  
6 give access of, and shall agree to be bound by, the following provisions:

7 1. He or she shall not disclose the confidential documents or  
8 information to any person to whom this Stipulation and Protective Order  
9 does not provide access;

10 2. He or she shall make no copies, compilations or summaries of the  
11 confidential documents and information, except in connection with the  
12 preparation, prosecution and defense of this case and if such copies,  
13 compilations or summaries are made, neither those documents, nor the  
14 information contained therein shall be disclosed to any person other than  
15 those permitted by this Stipulation and Protective Order;

16 3. He or she shall return all copies, compilations or summaries of the  
17 confidential documents and information contained therein to the party who  
18 originally produced the information. He or she shall then erase and/or  
19 destroy all electronic copies, compilations, or summaries containing the  
20 confidential information.

21 B. Before access to the confidential documents and information is given to  
22 any person by any party, or their or its counsel, the person shall execute and file  
23 with counsel proposing to give such access, a declaration that he or she has read  
24 this Stipulation and Protective Order, and that he or she agrees to be bound by its  
25 provisions.

26 V. Amendment: This Stipulation and Protective Order shall prohibit disclosure to all  
27 persons other than those set forth herein. The parties may amend this Stipulation and Order upon  
28 consent or upon application to the Court in which this action is pending. Subsequent parties to  
this litigation may be given documents subject to this Stipulation and Protective Order, provided

1 they first file with the court a Stipulation to be bound by the terms of this Stipulation and  
 2 Protective Order

3 VI. Use of Confidential Documentation: Nothing in this Stipulation and Protective  
 4 Order shall prohibit counsel for the parties from using any of the confidential information and  
 5 documents in connection with any deposition, application, motion, hearing, or trial in this action,  
 6 provided that in the event that any such documents or information is used in connection with a  
 7 deposition, or filed or otherwise lodged with the Court, it shall be filed or lodged under seal  
 8 pending further order and shall be labeled, **“CONFIDENTIAL - NOT TO BE DISCLOSED**  
 9 **EXCEPT SUBJECT TO STIPULATED PROTECTIVE ORDER.”** In the event any  
 10 confidential document or information is used in connection with a deposition, the deposition  
 11 shall be conducted outside the presence of any person not directly involved in this litigation other  
 12 than the court reporter and persons agreed to between the parties. All portions of the deposition  
 13 transcript and exhibits relating to the confidential information and documents referenced herein  
 14 shall be designated, **“CONFIDENTIAL.”**

15 VII. The Parties agree and stipulate that the designation of any document or documents  
 16 as “confidential” pursuant to this Stipulated Protective Order may be challenged by any other  
 17 Party to this lawsuit. A party disputing documents designated as “confidential” will give written  
 18 notice of the same within fourteen days of the receipt of the designation. The parties agree and  
 19 confirm that the burden of proof of confidentiality rests with the party designating the same. The  
 20 parties further agree that within ten days of notice of objection to designation as “confidential”,  
 21 the objecting party will file an appropriate motion with the Court for a determination of  
 22 appropriate designations. The failure to do so will serve as a waiver of the objections.

23 VIII. Within thirty (30) days after any judgment is entered in this matter, resolution is  
 24 reached, or the appeal process is concluded, whichever is later, all confidential information and  
 25 documents received by either party including all notes, transcripts, tapes, other papers, and any  
 26 other medium containing, summarizing, excerpting, or otherwise including or embodying any  
 27 confidential information or documents as defined herein, or its contents so furnished, subject to  
 28 future revision by the court or parties hereto, shall be returned to the producing party, and all

1 electronic copies shall be erased and/or destroyed. This requirement does not include work  
2 product of legal counsel, which shall be maintained in confidence.

3 IX. Should any party who is not a party to this Stipulation and Protective Order seek  
4 access to the confidential information and documents referenced herein, by request, subpoena or  
5 otherwise, from any party to the Stipulation and Protective Order, that party shall: (a) promptly  
6 notify the party which produced the confidential information and documents of the request or  
7 subpoena; and shall (b) inform the requesting party of the existence of this protective order.

8 X. This Stipulation shall be effective upon signing and shall be made an order of this  
9 Court.

10 DATED this 13<sup>th</sup> day of May, 2016.

DATED this 13<sup>th</sup> day of May, 2016.

KARL S. HALL  
RENO CITY ATTORNEY

11  
12  
13 By: /s/ Jack D Campbell  
14 JACK D CAMPBELL.  
15 Attorney at Law  
16 4790 Caughlin Parkway, #420  
17 Reno, NV 89519  
18 *Attorney for Plaintiff*

By: /s/ William E Cooper  
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*Attorneys for Defendant  
City of Reno*

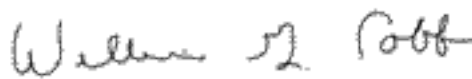
19  
20 **ORDER**

21 The matter of this Stipulated Protective Order having come before this Court by  
22 stipulation of the parties and for good cause being shown therein:

23 Any document filed under seal must be accompanied by a motion to seal (LR 1A 10-5)  
24 which motion shall comply with the terms and requirements of *Kamakana v City and County*  
25 *of Honolulu*, 447 F.3d 1172 (9th Cir. 2006) and *City for Auto Safety v Chrysler, LLC*, 809 F.3d  
26 1092 (9th Cir. 2016).

27 **IT IS SO ORDERED**

28 Dated this 16th day of May, 2016

  
United States Magistrate Judge